

AGREEMENT BETWEEN
KING COUNTY
AND
KING COUNTY POLICE OFFICERS GUILD
REPRESENTING COMMISSIONED DEPUTIES AND SERGEANTS

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KING COUNTY POLICE OFFICERS GUILD
AND
KING COUNTY

These articles constitute an agreement, terms of which have been negotiated in good faith, between King County and the King County Police Officers Guild. This Agreement shall be subject to approval by Ordinance by the County Council of King County Washington and to ratification in accordance with the policy of the King County Police Officers Guild.

ARTICLE 1: GUILD RECOGNITION AND MEMBERSHIP

Section 1. Recognition. The County Council recognizes the signatory organization as representing those employees certified by the Public Employment Relations Commission as being within the bargaining unit. This contract shall govern the working conditions for Guild members while they are working for the King County Sheriff's Office. The parties recognize that the Guild is the bargaining representative for all police work performed by bargaining unit members. Limited Commissioned ARFF Officers who chose to become fully commissioned deputies shall transition into this bargaining unit consistent with the terms of the Memorandum of Agreement signed by the King County Executive and passed into ordinance by the Metropolitan King County Council in 2002. This document is attached as Addendum B.

Section 2. Guild Membership. It shall be a condition of employment that all regular, full time employees shall become members of the Guild and remain members in good standing or pay an agency fee to the Guild for their representation to the extent permitted by law. It shall also be a condition of employment that regular, full-time employees covered by this Agreement and hired on or after its effective date shall, on the thirtieth day following such employment, become and remain members in good standing in the Guild or pay an agency fee to the Guild for their representation to the extent permitted by law.

Provided, that employees with a bona fide (as determined by the Public Employment Relations Commission) religious objection to Guild membership and/or association shall not be required to

tender those dues or initiation fees to the Guild as a condition of employment. Such employee shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity mutually agreed upon between the public employee and the Guild. The employee shall furnish written proof that payment to the agreed upon non-religious charity has been made. If the employee and the Guild cannot agree on the non-religious charity, the Public Employment Relations Commission shall approve the charitable organization. It shall be the obligation of the employee requesting or claiming the religious exemption to show proof to the Guild that he/she is eligible for such exemption. All initiation fees and dues paid to the charity shall be for non-political purposes.

Section 3. Dues and Deduction. Upon receipt of written authorization individually signed by a bargaining unit employee, the County shall deduct from the pay of such employee, the amount of dues as certified by the secretary of the signatory organization and shall transmit the same to the treasurer of the signatory organization within five (5) business days of collecting the same from employees.

The signatory organization will indemnify, defend, and hold the County harmless against any claims made and against any suit instituted against the County by third parties on account of any check-off of dues for the signatory organization. The signatory organization agrees to refund to the County any amounts paid to it in error on account of the check-off provision upon presentation of proper evidence thereof.

Section 4. Notification to New Employees. The County will require all new employees, hired in a position included in the bargaining unit, to sign a form, which will inform them of the Guild's exclusive recognition.

Section 5. List of Employees. The County will transmit to the Guild a current listing of all employees in the bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year. Such list shall include the name of the employee, classification, department, and salary.

ARTICLE 2: MANAGEMENT'S RIGHTS

It is recognized that the Employer retains the right to manage the affairs of the County and to direct the work force. Such functions of the Employer include, but are not limited to: determine the mission, budget, organization, number of employees, and internal security practices of the King County Sheriff's Office; recruit, examine, evaluate, promote, train, and determine the time and methods of such action; discipline, suspend, demote, or dismiss employees for just cause; assign and direct the work force; develop and modify classification specifications; determine the method, materials, and tools to accomplish the work; designate duty stations and assign employees to those duty stations; establish reasonable work rules; assign the hours of work and take whatever actions may be necessary to carry out the Department's mission in case of emergency. In prescribing policies and procedures relating to personnel and practices, and to the conditions of employment, the Employer will comply with State law to negotiate over mandatory subjects of bargaining. However, the parties agree that the Employer retains the right to implement any changes to policies or practices, after discussion with the Guild, where those policies or practices do not concern mandatory subjects of bargaining.

All of the functions, rights, powers, and authority of the Employer not specifically abridged, delegated, or modified by this Agreement are recognized by the Guild as being retained by the Employer.

ARTICLE 3: HOLIDAYS

Section 1. Observed Holidays. The County shall observe the following as paid holidays:

<i>Commonly Called</i>	
First day of January	New Year's Day
Third Monday of January	Martin Luther King, Jr. Day
Third Monday of February	President's Day
Last Monday of May	Memorial Day
Fourth day of July	Independence Day
First Monday of September	Labor Day
Eleventh day of November	Veteran's Day
Fourth Thursday of November	Thanksgiving Day
Friday following the fourth Thursday in November	Day After Thanksgiving
25th day of December	Christmas Day

a) Personal Holidays. In addition to the above, each employee will have two (2) personal holidays. These holidays will be administered through the vacation plan. One day will be granted on the first of June; one on the first of November of each year except as provided in Article 9, Section 3.

Section 2. Holidays - Employees on a 5/2 Schedule. Employees working a 5/2 schedule with Saturdays and Sundays as off days, shall observe the Friday before as a paid holiday when the holiday falls on Saturday, and shall observe the Monday after as a paid holiday when the holiday falls on Sunday. Work performed on the day of observance shall be at one and one-half (1-1/2) times the regular rate of pay in addition to the holiday pay. Holiday pay shall be paid from 12:00 p.m. on the day the holiday is observed through 11:59 p.m. of that same day (e.g. an employee going to work at

1 10:00 p.m. on December 24, who works an eight (8) hour shift receives two hours at straight time and
2 six hours at double time and one half).

3 Employees working a rotating 5/2 schedule shall take their holidays on the specific dates
4 indicated in Section 1 above, provided that if they are required to work on the specific holiday date,
5 pay for such work will be at one and one-half times the regular rate in addition to the holiday pay;
6 provided further, that if a holiday falls on a furlough day, the employees will receive eight (8) hours of
7 pay at the straight time rate in addition to the employee's regular salary. Holiday pay shall not be in
8 the form of compensatory time off.

9 a) Holidays - Employees on a 5/2, 5/3 Schedule. An employee working a 5/2, 5/3
10 schedule who works on the specific holiday date as specified in Section 1, shall receive one half-hour
11 of additional compensation at the straight time rate for each hour worked on the specific holiday
12 exclusive of briefing time.

13 **Section 3. Eligibility for Holiday Pay.** An employee will be eligible for holiday pay unless the
14 employee is on a leave without pay status on the working day prior to and following a holiday,
15 provided however, that an employee who has at least five (5) years of County service and who retires
16 at the end of the month the last regularly scheduled working day of which is observed as a holiday,
17 shall be eligible for holiday pay if the employee is in a pay status the day before the day is observed as
18 a holiday.

ARTICLE 4: VACATIONS

Section 1. After six (6) months of continuous service in any pay status, regular, full-time employees shall accrue vacation benefits while in pay status, on an hourly basis, exclusive of overtime, so as to earn the appropriate vacation benefit as indicated in the following table:

<i>Full Years of Service</i>	<i>Annual Leave in Days</i>
Upon hire through end of Year 5	12
Upon beginning of Year 6	15
Upon beginning of Year 9	16
Upon beginning of Year 11	20
Upon beginning of Year 17	21
Upon beginning of Year 18	22
Upon beginning of Year 19	23
Upon beginning of Year 20	24
Upon beginning of Year 21	25
Upon beginning of Year 22	26
Upon beginning of Year 23	27
Upon beginning of Year 24	28
Upon beginning of Year 25	29
Upon beginning of Year 26 and beyond	30

Employees with at least three (3) years of completed service as of the date of execution of this agreement, shall continue to accrue fifteen (15) days of vacation annually until the beginning of their sixth (6th) year of service at which time they shall receive vacation accruals in accordance with the above schedule. Employees hired on or before December 31, 1995 shall begin to accrue fifteen (15) days of vacation after three (3) years of service until the beginning of their ninth (9th) year of service.

Section 2. Probationary Employees. At the end of six (6) months of continuous employment with the Department in pay status, employees shall receive six (6) days of vacation credit.

1 Probationary employees are not entitled to the use of vacation hours during the first six (6) months of
2 employment.

3 **Section 3. Hourly Accrual.** Employees with six (6) months of service shall accrue vacation
4 benefits hourly. Part time regular employees shall accrue vacation leave in accordance with the
5 vacation leave schedule set forth in Section 1 of this Article, however such accrual rates shall be
6 prorated to reflect his/her normally scheduled work week.

7 **Section 4. Outside Employment.** No employee shall be permitted to work for compensation
8 for the County in any capacity during the time when the employee is on vacation, except that the
9 provisions of this section shall not apply to employees who, in their capacity as commissioned
10 deputies, provide security for King County Parks, King County Records, Elections and Licensing
11 Division and the King County Fair. Employees shall not work in any off-duty job while on
12 compensated family leave during his/her normal work hours.

13 **Section 5. Vacation Increments.** Vacation may be used in one-half hour increments at the
14 discretion of the Department Director or his/her appointed designee.

15 **Section 6. Vacation Usage.** An employee shall not be granted or paid for vacation benefits if
16 not previously accrued.

17 **Section 7. Payment Upon Death.** In cases of separation by death, payment of unused
18 vacation benefits shall be made to the employee's estate, or in applicable cases, as provided by RCW,
19 Title 11.

20 **Section 8. Forfeiture of Vacation.** The maximum total vacation accrual is sixty (60) days per
21 employee. All employees shall use or forfeit excess vacation accrual prior to December 31 of the year
22 in which the excess was accrued, provided that, employees may continue to accrue additional vacation
23 beyond the maximum herein, upon request and with department approval, if cyclical workloads, work
24 assignments or other reasons as may be in the best interests of the County prevent the County from
25 scheduling the vacation as not to create a forfeiture. Notwithstanding this section, the parties
26 recognize that LEOFF I employees maintain a legal right to continue to accrue vacation during a
27 period of temporary disability.

28 Employees who leave King County employment for any reason will be paid for their unused

1 vacation up to the maximum specified herein, except that employees who become disabled and retire
2 as a result thereof shall be paid for all unused vacation.

3 **Section 9. Vacation Scheduling - Seniority Basis.** Vacation that is requested prior to April 1,
4 shall be approved on the basis of Departmental seniority within each shift, squad or unit. Vacation
5 requests for four (4) or more consecutive days of vacation (excluding furlough days and holidays),
6 submitted prior to April 1, for vacation to be taken during the twelve (12) months subsequent to May
7 1, shall be approved or denied by May 1, on a Department seniority basis within each shift, squad or
8 unit. Such approval shall not be unreasonably denied. Vacation requests submitted subsequent to
9 April 1 shall be granted dependent upon Department needs on a first come, first served basis.
10 Employees who are transferred involuntarily and who already had their vacation request approved, will
11 be allowed to retain that vacation period regardless of their seniority within the new shift, squad, or
12 unit to which they are transferred.

13 If the Employer cancels vacation once vacation has been approved and the affected employee
14 has incurred non-refundable or unusable expenses in planning for the same, the employee shall be
15 reimbursed by the County for those expenses. Any employee called back to duty once vacation has
16 begun shall be reimbursed for round trip transportation costs in returning to duty.

17 **Section 10. Vacation Payoff Upon Termination.** Vacation payoff upon termination from
18 employment for any reason shall be calculated by utilizing the employee's base wages as set forth in
19 Addendum "A" and shall also include educational/longevity incentive pay but shall not include any
20 other premium pay as set forth in Article 7. The hourly rate shall be determined by dividing the annual
21 rate of pay by the number of work hours in that year. For example, there are 2088 hours of work in
22 1991 for those on a 40 hour per week schedule.

23 **Section 11. Leave Donations and Transfers.** Members of this bargaining unit shall be allowed
24 to transfer accrued vacation and/or sick leave in accordance with the King County Ordinance.

ARTICLE 5: LEAVE BANKS - LEOFF I

Section 1. Establishment of SLLB. Effective January 1, 1984, LEOFF I employees discontinued the accrual of sick leave. Individual sick leave accounts in place as of December 31, 1983, were reduced by fifty (50) percent with the remaining fifty (50) percent being converted to a Special LEOFF I Leave Bank (hereinafter referred to as SLLB) for each employee. Illness or injury are covered by disability leave (RCW 41.26.120 - 150).

Section 2. SLLB Use.

a) The hours in the individual SLLB may be used as vacation. Additionally, upon filing an application for disability leave/retirement, SLLB hours may be used as the basis for continuing to receive an allowance equal to regular pay during the period of time between the initial date of illness or injury, and the date of final disposition made by either the local disability board or the State Retirement System. In the event that the application for disability leave/retirement is ultimately denied by the local disability board or the State Retirement System, SLLB hours equivalent to the cash value of the allowance paid while awaiting such ultimate disposition will be deducted from the SLLB balance then in effect.

b) If the local disability board denies disability benefits or retirement benefits, the King County Sheriff's Office will reinstate the employee on the day the decision of the LEOFF Board is received by the Department.

c) SLLB hours shall not be used as and shall not constitute a return to active service for purposes of increasing or renewing the amount of disability leave to the employee.

Section 3. SLLB Payoff. Upon death after at least five (5) years of continuous King County service, or separation in good standing (including service or disability retirement) after completion of twenty (20) years of continuous King County service, the existing balance of hours in the individual SLLB as of the date of such retirement or separation shall be paid pursuant to Article 4, Section 10, of this agreement to a maximum of fifty (50) days (400 hours).

Section 4. Family Care and Bereavement Leave.

a) Bereavement Leave. Regular, full time LEOFF I employees shall be entitled to three (3) days (24 hours) of bereavement leave for each death of a member of the employee's

1 immediate family. Employees may receive an additional two (2) days (16 hours) of bereavement leave
2 when round trip travel of 200 or more miles is required. In the event that King County adopts an
3 Ordinance which provides bereavement benefits which are more favorable than those contained in this
4 contract, the County will offer such new provisions to the Guild.

5 **b) Paid Family Care Leave.** LEOFF I Officers may receive up to six days of paid
6 leave per year to be used in lieu of sick leave for family care purposes. LEOFF I employees who have
7 exhausted their SLLB may receive up to ten (10) days of paid leave per year to be used in lieu of sick
8 leave for family care purposes. Written verification for family care leave may be requested by
9 management. This verification will include: 1) the nature and severity of illness or injury; 2) the
10 relationship of the immediate family member; and 3) a statement indicating that no other person is
11 available and/or capable of providing care for the ill or injured family member. In addition, family care
12 leave shall be approved for accompanying or transporting immediate family members to and from a
13 hospital or to medical or dental appointments, providing the immediate family member is a minor child,
14 is infirm, or cannot reasonably get to and from the appointment without the employee's aid. Up to
15 one day's leave may be authorized for an employee to be at the hospital on the day of the birth of
16 his/her child in addition to the six (6) days mentioned above.

17 **c) Council Action.** If the County Council adopts an Ordinance which provides family
18 care leave benefits which are more beneficial to officers than currently exist in this labor agreement,
19 then such improved benefits shall be available to officers for their use.

20 **d) Immediate Family.** For purposes of Section 4(a) and (b) of this Article, immediate
21 family means persons related by blood or marriage to an employee as follows: grandparent, parent,
22 spouse, child including, legally adopted child, sibling, grandchild, and any persons for whose financial
23 or physical care the employee is principally responsible including domestic partners as defined by King
24 County Ordinance.

25 **e) Unpaid Family Leave.** A qualified employee may take unpaid leave with health
26 benefits continuation to care for a family member pursuant to the provisions of the King County Code,
27 and the Federal Family and Medical Leave Act. For the purposes of the King County Code, family
28 member means the employee's spouse or domestic partner, the employee's child, a child of the

1 employee's spouse or domestic partner, parent of the employee, spouse or domestic partner, or an
2 individual who stands or stood in loco parentis to the employee, employee's spouse or domestic
3 partner.

4 **Section 5. Sick Leave Incentive.** In January of each calendar year, employee usage of Family
5 Care and disability leave will be reviewed. Regular, full-time LEOFF I employees who have used
6 sixteen (16) or less hours of these combined leaves in the preceding calendar year and who have been
7 continuously employed during that entire calendar year, shall be rewarded by having sixteen (16)
8 additional hours credited to their regular vacation account. Employees who have used more than
9 sixteen (16) but less than thirty-three (33) combined leave hours shall have eight (8) additional hours
10 credited to their regular vacation account. In calculating this benefit, disability leave used for on duty
11 injuries or occupational illness shall not be counted.

ARTICLE 6: SICK LEAVE - LEOFF II

Section 1. Monthly Accrual. Every LEOFF II employee in a regular full time position shall accrue sick leave benefits on an hourly basis, exclusive of overtime, at an hourly rate which would yield the employee ninety-six (96) hours per year if the employee remained in pay status for the entire year. An employee shall not accrue sick leave while not in pay status. The employee is not entitled to sick leave if not previously earned. Sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. If the County Council adopts an ordinance that provides for sick leave accrual to begin upon the first day of employment, the parties agree that such change shall be applied to bargaining unit members hired on or after the effective date of the change, as specified in the ordinance.

Section 2. Use of Sick Leave. Sick leave shall be paid on account of the employee's illness. Employees are eligible for payment on account of illness for the following reasons:

- a) Employee illness;
- b) Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);
- c) Employee disability due to pregnancy or childbirth;
- d) Employee exposure to contagious diseases and resulting quarantine;
- e) Employee keeping medical, dental or optical appointments;
- f) In accordance with the FMLA and relevant state law.

Section 3. Loss of Monthly Accrual. Discipline resulting in suspension not exceeding ten (10) working days shall not serve to reduce sick leave credit.

Section 4. Use of Vacation in Lieu of Sick Leave. During the first six (6) months of full time service a regular employee may, at management's discretion, be advanced six (6) days (48 hours) of unearned vacation. In the event the employee voluntarily leaves County employment before the end of his/her first six months of service, the County may reduce the employee's final pay check for any previously advanced vacation. Any other eligible employee with accrued leave benefits may, with departmental approval, use accrued vacation, holiday, and other accrued paid leave as an essential extension of used sick leave prior to going on an unpaid leave of absence. Employees who take

unpaid leave for medical or family purposes will not have their seniority date adjusted.

Section 5. Sick Leave Increments. Sick leave may be used in one-half hour increments at the discretion of management.

Section 6. No Maximum Accrual. There shall be no limit to the hours of sick leave accrued by an employee.

Section 7. Doctor's Certificate. Management is responsible for the proper administration of this benefit. A doctor's certificate verifying illness or inability to perform work may be required of an employee for any sick leave use when the County has cause to believe there has been an abuse of sick leave. The County will make a reasonable effort to notify an employee prior to his/her return to work that a doctor's certificate will be required. In addition, after an absence of three (3) or more days, the County may require the employee to submit a doctor's certification, as appended hereto, for leaves that may qualify as family or medical leave pursuant to Section 13 of this Article.

Section 8. Sick Leave Upon Separation/Return to Service. Separation from King County employment, except by retirement or reason of temporary lay-off due to lack of work or funds, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two years, accrued sick leave shall be restored.

Section 9. Denial of Sick Leave for Outside Employment. Sick leave because of an employee's physical incapacity will not be approved when the injury is directly traceable to simultaneous employment other than with the County of King, unless performing his/her responsibilities as a deputy.

Section 10. Sick Leave Cashout Upon Retirement or Death. King County will cashout thirty-five (35) percent of an employee's unused, accumulated sick leave, if the employee has at least five (5) years of service and also: (1) takes a regular retirement with full benefits as a result of length of service or early retirement at age 50, with twenty (20) years of service, under the LEOFF 2 Retirement System; (2) terminates County service by death; or (3) terminates County service after twenty-five (25) years of service for any reason. All payments shall be made in cash, based on the employee's base rate as set forth in Addendum "A".

Section 11. Sick Leave Incentive. In January of each calendar year, employee sick leave,

1 family leave and disability leave usage will be reviewed. Regular, full-time employees who have used
2 sixteen (16) or less hours of personal or family care sick leave in the preceding calendar year and who
3 have been continuously employed during that entire calendar year, shall be rewarded by having sixteen
4 (16) additional hours credited to their regular vacation account. Employees who have used more than
5 sixteen but less than thirty-three (33) combined leave hours shall have eight (8) additional hours
6 credited to their regular vacation account. The additional vacation credits specified herein shall not
7 affect accrued sick leave amounts. In calculating this benefit, sick leave used for on-duty injuries or
8 occupational illness shall not be counted.

9 **Section 12. Maximum Pay Allowed.** LEOFF II employees injured on the job cannot
10 simultaneously collect sick leave and worker's compensation payments greater than net regular pay of
11 the employee.

12 **Section 13. Family Care, Death, and Extended Medical Leave.**

13 a) **Bereavement Leave.** Regular, full time LEOFF II employees shall be entitled to
14 three (3) days (24 hours) of bereavement leave for each death of a member of the employee's
15 immediate family. Regular, full time employees who have exhausted their bereavement leave, shall be
16 entitled to use sick leave in the amount of three (3) days (24 hours) for each instance when death
17 occurs to a member of the employee's immediate family. Employees may receive an additional two
18 (2) days (16 hours) of bereavement leave when round trip travel of 200 or more miles is required. In
19 the event that King County adopts an Ordinance which provides bereavement benefits which are more
20 favorable than those contained in this contract, the County will offer such new provisions to the Guild.
21 For the purposes of this section, immediate family is defined as persons related by blood or marriage
22 to an employee as follows: grandparents, parents, spouse, child, legally adopted child, sibling,
23 grandchild and any persons for whose financial or physical care the employee is principally responsible,
24 and the employee's domestic partner.

25 b) **Family Care Leave.** Employees may use sick leave for family care purposes in
26 accordance with King County Ordinance and State Law. Qualified employees may take an unpaid
27 leave of absence to care for a family member or in the event of the birth, adoption or placement by
28 foster care of child, pursuant to the provisions of the King County Code and the Federal Family and

1 Medical Leave Act. For the purposes of the King County Code, family member means the employee's
2 spouse or domestic partner, the employee's child, a child of the employee's spouse or domestic
3 partner, parent of the employee, spouse, or domestic partner, or any individual who stands or stood in
4 loco parentis to the employee, employee's spouse, or domestic partner.

5 c) Leave for Employee's Serious Health Condition. Upon exhaustion of sick leave
6 (and vacation leave benefits with agreement between the department and the employee) qualified
7 employees may take an unpaid leave of absence due to their own serious health condition pursuant to
8 the provisions of the King County Code and the Federal Family and Medical Leave Act.

9 For the purposes of the King County Leave, employees are eligible for up to a total of eighteen
10 (18) weeks of unpaid leave (for family care leave and employee's serious health condition) with health
11 benefit continuation during that period.

12 **Section 14. Special Sick Leave.** All newly hired LEOFF II Deputies shall be provided with
13 twenty-three (23) days special sick leave, which shall be used only to supplement the employee's
14 industrial insurance benefit should the employee be injured on the job during his or her first calendar
15 year on the job in accordance with the supplemental disability leave provisions of the state law. The
16 special sick leave shall not be used until three (3) days of regular sick leave have been used for each
17 incident of on-the-job injury. In the event there is no regular sick leave, the special sick leave shall be
18 immediately available for an on-the-job injury. During the second year of employment, and for all
19 succeeding years, all LEOFF II Deputies shall be provided with twenty-three (23) days special sick
20 leave which shall only be utilized in the circumstances as herein described. Special sick leave is non-
21 cumulative, but is renewable annually.

22 **Section 15. Special Worker's Compensation Supplement.** The County will provide a Special
23 Worker's Compensation Supplement to LEOFF II Deputies who are injured on the job, maintain
24 eligibility for Worker's Compensation and are unable to work (as determined by the County's Safety
25 and Claims Management Division) for a period exceeding six (6) consecutive months, but not to
26 exceed twelve (12) consecutive months; provided that the officer's condition is the result of an injury
27 occurring during the search, arrest or detention of any person/place, or during the attempt to search,
28 arrest or detain any person/place or occurring when an officer is involved in an emergency response to

1 a request for service.

2 The Special Worker's Compensation Supplement will provide for the difference between an
3 officer's base salary and any other compensation which the officer is receiving during the period of
4 injury-related absence. Other compensation shall include special sick leave, Worker's Compensation,
5 Social Security and/or unemployment compensation. The supplement shall be limited to six (6)
6 months during any consecutive twelve (12) -month period.

7 The Special Worker's Compensation Supplement shall be reduced by the amount of any State
8 legislatively mandated increase in benefits for LEOFF II Deputies which occur during the term of this
9 contract.

ARTICLE 7: WAGE RATES

Section 1. Wages.

a) Wage rates for 2003 shall be as specified in Addendum "A." Addendum "A" reflects an increase of three (3) percent over the rates paid on December 31, 2002. This increase is effective January 1, 2003.

b) Effective January 1, 2004 wage rates in effect on December 31, 2003 shall be increased by three (3) percent. Addendum "A" reflects an increase of three (3) percent over the rates paid on December 31, 2003. This increase is effective January 1, 2004.

Section 2. Flight Pay. Personnel assigned to flight duty on a full-time basis for at least one (1) full month shall be compensated an additional ten (10) percent per month of the Deputies Step 4, Addendum "A" for all time while so assigned.

Section 3. Bomb Disposal Squad. Qualified personnel assigned to the Bomb Disposal Squad on a full-time basis shall be compensated an additional ten (10) percent per month of the Deputy Step 4, Addendum "A" for all time while so assigned.

Section 4. Motorcycle Patrol. Employees assigned to Motorcycle Patrol for at least one (1) full month will receive an additional three (3) percent per month of the Deputy Step 4, Addendum "A" for all time while so assigned.

Section 5. Plain Clothes Premium. Employees not required to wear a uniform for at least one (1) full month will receive an additional four (4) percent per month of the Deputy Step 4, Addendum "A" for all time while so assigned.

Section 6. Skin Divers. Employees assigned as Skin Divers continuously for at least one (1) full month will receive an additional ten (10) percent per month of the Deputy Step 4, Addendum "A" for all time while so assigned.

Section 7. K-9 Unit. Qualified dog handlers assigned to the K-9 unit in the field will receive additional ten (10) percent per month of the Deputy Step 4 Addendum "A" for the proper caring, grooming, feeding and exercise of the animal assigned, while so assigned.

Section 8. Master Police Officer. Master Police Officers will be compensated at a rate which is five (5) percent above the top step of the Deputy pay range, exclusive of the patrol premium set

1 forth in Article 7, Section 9. Master Police Officers will collect MPO pay, Patrol Pay and FTO pay,
2 when applicable, simultaneously.

3 **Section 9. Patrol Pay.** Uniformed employees with the rank of Deputy or Sergeant assigned
4 to traffic, reactive and proactive patrol for at least one (1) full month will receive an additional one (1)
5 percent of the Deputy Step 4, Addendum “A” rate each month while so assigned.

6 **Section 10. TAC 30 Pay.** Employees assigned to the TAC 30 team for at least one (1) full
7 month will receive an additional ten (10) percent of the Deputy Step 4, Addendum “A” rate each
8 month while so assigned.

9 **Section 11. Clandestine Drug Lab Team.** Employees assigned to the Clandestine Drug Lab
10 Team for at least one (1) full month will receive an additional ten (10) percent of the Deputy Step 4,
11 Addendum “A” rate each month while so assigned.

12 **Section 12. Detective Pay.** Employees assigned for at least one (1) full month as a Detective,
13 will receive an additional four (4) percent per month of the Deputy Step 4, Addendum “A” for all time
14 while so assigned. Effective January 1, 2001, employees assigned for at least one (1) full month as a
15 Detective will receive an additional six (6) percent per month of the Deputy Step 4, Addendum “A”
16 rate for all time while so assigned. This section applies to detectives and sergeants assigned to a
17 precinct or contract city detective unit, all units within the Criminal Investigations Division, the Civil
18 Process Unit, IIU and any detective working in any other unit or position designated by the
19 Department as a detective position.

20 **Section 13. Contract City Chief.** Effective January 1, 2000, any sergeant assigned by the
21 Sheriff as a Chief in a contract city for at least one (1) full month, on either a full or part-time basis,
22 will receive an additional ten (10) percent per month of their base rate. Employees so assigned serve
23 at the discretion of the Sheriff.

24 **Section 14. Field Training Officer (FTO) Program.** For each day an FTO is assigned a
25 recruit, the FTO will receive one (1) day’s training credit. After a total of twenty (20) days (i.e., four
26 (4) weeks) training credit has been accrued, the FTO will have the option of receiving twenty (20)
27 hours additional pay at the straight time rate or twelve (12) hours additional pay at the straight time
28 rate and eight (8) hours of vacation. Each additional block of twenty (20) days training credits will

entitle the FTO to the aforementioned compensation option. At the end of each calendar year or upon transfer from FTO status, each FTO will be paid on a pro-rata basis for any accrued training credits. No more than thirty (30) training credits may be accumulated at one time. Sergeants who are assigned as the Precinct Phase 2 FTO Sergeant on a full time basis will receive two and one half (2-1/2) percent above Step 3 of the Sergeant's pay range while so assigned. When applicable, FTOs will collect patrol pay simultaneously with FTO pay.

Section 15. Dual Certification Premium. Employees assigned to the airport who have successfully completed Phase III of the FTO program and have also become ARFF accredited will receive an additional three (3) percent per month of the Deputy Step 4, Addendum "A" rate for all time, while so assigned.

Section 16. Fire Prevention Coordinator. Employees assigned for at least one (1) full month to this position will receive an additional ten (10) percent of their base wage while so assigned.

Section 17. Airport Training Coordinator. Employees assigned for at least one (1) full month to this position will receive an additional ten (10) percent of their base wage while so assigned.

Section 18. Premium Limit. No employee shall receive more than one (1) of the premiums set forth above at any given time except as expressly provided in this Article.

Section 19. Reinstatement. Employees who leave service with the King County Sheriff's Office and return to service within two (2) calendar years shall, upon reinstatement, be compensated consistent with the Department's Lateral Hire Policy and Section 17, of this Article. All reinstated employees will serve a one (1) -year probation period upon reinstatement.

Section 20. Lateral Hires. The Department may hire officers with prior law enforcement experience at a rate not to exceed where the officer would be placed on the wage scale had all of his/her prior experience been with King County.

Section 21. Biweekly Payroll. The County reserves the right to implement a biweekly payroll any time during the term of this agreement provided that any payroll lag time is advanced by the County and; provided further that any change shall not adversely affect employees within the bargaining unit.

1 **ARTICLE 8: OVERTIME**

2 **Section 1. Overtime Payable.** Except as otherwise provided in this Article or any
3 Memorandum of Understanding executed between the parties, employees shall be paid at the rate of
4 time and one-half at the employee's regular rate of pay, for all hours worked in excess of eight (8) in
5 one day, inclusive of lunch period, or forty (40) in one week.

6 **a) Compensatory Time.** An employee may choose to receive compensatory time in
7 lieu of overtime pay. Compensatory time shall be equal to one and one-half times the hours worked.
8 No employee shall be allowed to accrue more than sixty (60) straight time (forty hours of work at time
9 and one half will equal sixty straight time hours accrued) hours of compensatory time at any given
10 time.

11 The parties agree to the following conditions on the use of compensatory time:

12 **1.** It is unduly disruptive to the operations of the King County Sheriff's Office
13 for employees to give less than seventy-two (72) hours written notice of their intent to use up to two
14 (2) days of compensatory time off and an additional day of notice for every consecutive compensatory
15 day off thereafter. This section shall be construed so that, for instance, the use of five (5) consecutive
16 days of compensatory time off will require that the employee give the Department a minimum of six
17 (6) days written notice of their intent to do so.

18 **2.** On the first payroll period of July of each year, the Department may cash out
19 any compensatory time still on the books for which an employee has not provided the written notice
20 required above.

21 **3.** The parties agree that it is unduly disruptive for employees to request the
22 use of compensatory time off on any recognized holiday as set forth in Article 3, Section 1 or on Saint
23 Patrick's Day, Cinco de Mayo, Halloween, Christmas Eve or New Year's Eve when the granting of
24 such time off would require the County to force another employee to come in to cover the shift.

25 **Section 2. Callouts.** A minimum of two (2) hours at the overtime rate shall be allowed for
26 each callout. Where such overtime exceeds two (2) hours, the actual hours worked shall be allowed at
27 the overtime rate. The actual hours worked shall be computed from the time the officer leaves home
28 until the time the officer returns home, such time to be computed using the most direct route available.

1 The provisions of this section apply only when an officer is required to return to work during a time
2 he/she is not normally scheduled to work. The term “required” shall not extend to situations where
3 employees are asked to sign-up for specific Departmental overtime assignments in advance of the day
4 to be worked or to voluntary, non-operational overtime assignments such as Parks, Fair, SIR,
5 Elections, etc. If the overtime is worked immediately prior to the normal scheduled shift, overtime
6 shall be paid according to Section 1 herein and the regular shift shall be compensated at the regular
7 rate. Similarly, if an officer is required to work beyond his or her scheduled shift, overtime shall be
8 paid as per Section 1.

9 **Section 3. Authorization of Overtime.** All overtime shall be paid when an officer is required
10 or allowed to work. Time worked shall include telephone calls over ten (10) minutes in length
11 regarding Department business. Saturday and Sunday work is not contractual overtime when it is a
12 regularly scheduled work day. All overtime shall be authorized by the Department director or his
13 designee in advance.

14 **Section 4. Minimum Overtime Payments.** The following subsections depict the minimum
15 compensation for court appearances, pre-trial hearings, or conferences. Any additional time beyond
16 the minimums will be compensated at the overtime rate.

17 If, upon completion of the court session, an employee is called into work, said time shall be
18 considered overtime consistent with other provisions of this Article, separate and apart from the court
19 session minimum.

20 a) If the session starts less than two (2) hours before or after the shift, it will be
21 considered a shift extension for court. Officers will be compensated for the amount of time spent
22 before or after their shift.

23 b) If a session starts two (2) or more hours before or after the shift, compensation will
24 be for a minimum of four (4) hours at time and one-half for each session to a maximum of two (2) four
25 (4) hour minimums daily; provided that multiple sessions, in either a morning or an afternoon, shall be
26 considered as one (1) session.

27 c) Officers who are subpoenaed and scheduled by the court and who appear for court
28 related hearings shall receive a minimum of four (4) hours overtime at the rate of time and one-half

1 their regular rate of pay; provided officers who appear for a morning session which is continued into
2 the afternoon will be compensated from the time of arrival through dismissal from that court. For
3 example, an officer appearing at 0900 until 1430 would be paid overtime from 0900 to 1430 for a total
4 5-1/2 hours overtime.

5 d) Officers who are called in for court while on their vacation shall be placed on
6 overtime pay status and compensated for a full day's pay. In addition, their vacation accrual shall be
7 credited with an additional vacation day. Provided that if the officer has received a valid subpoena for
8 a specific date prior to submitting a request for vacation for that same date, he/she will not be entitled
9 to the additional vacation day.

10 e) Court overtime outside normal duty hours while on sick leave will be paid just as
11 court overtime would be paid on a normal duty day. If court appearance hours go into what would
12 have been the normal working hours, overtime will not be paid for the portion when the officer would
13 normally have been working. The officer will deduct overlapping time from the sick leave submitted.
14 This time will be paid as regular work time. For example, when an officer is on a sick leave day,
15 appears for court from 1300 hours until 1500 and would normally have been on shift beginning at
16 1350 hours, the officer will be paid fifty (50) minutes overtime, one (1) hours of straight time and put
17 in for only seven (7) hours of sick leave that day.

18 LEOFF I officers on disability leave more than thirty (30) calendar days may be placed on a
19 normal 5/2 work week with weekends off for payroll purposes and will not receive overtime for court
20 appearances during normal business hours.

21 f) In addition to the provisions of subsections a through e above, officers subpoenaed
22 to court outside King County which requires travel and/or lodging during off-duty hours will be
23 compensated at the standby rate (fifty (50) percent of the normal hourly rate) for all time spent outside
24 the normal duty hours to a maximum of eight (8) hours for each twenty-four (24) hour period.

25 **Section 5. Mileage.** Mileage will not be paid for attendance at King County Courts.

26 **Section 6. Work Week.** For the purpose of calculating contractual overtime compensation, an
27 employee's work week shall be defined as beginning with the first day of work after a furlough day
28 and continuing for a total of seven (7) consecutive days. Regularly assigned furlough days count as

furlough days even if worked. Also, the work day shall be defined as beginning with the first hour of work and continuing for a total of twenty-four (24) consecutive hours.

Section 7. Notification of Court Duty.

a) Superior Court. Officers who receive a subpoena for a court appearance in Superior Court or Juvenile Court shall call the number on the subpoena for the paralegal or Deputy Prosecutor to confirm receipt of the subpoena and to receive information about the actual court date notification. Officers who are scheduled for such a court appearance on a furlough day or during off-duty time and who have been notified and authorized by the Prosecutor that they need not be physically present at court, but must remain "on call" will be compensated at the standby rate of fifty (50) percent straight-time pay for all time they are required to remain "on call." Officers who are "on call" shall provide the Prosecutor a phone number (which may include cellular phone or paging device) where they can be reached. All requests for standby pay under this section must include the name of the Prosecuting Attorney responsible for the case.

b) District Court. Officers who are scheduled for court appearances in District Court will have their court appearances and/or standby status authorized and coordinated, subject to the following terms and conditions:

(1) If at 6:00 p.m. the day before court, a subpoena is still active, the officer will receive a minimum compensation of two (2) hours of straight time pay or four (4) hours straight-time pay if the court time is on an officer's furlough day, regardless of whether the officer is required to appear in court.

c) Jury Trials. Officers who receive a jury trial summons for a specified week shall notify (by calling during duty hours when possible) the appropriate District Court Prosecutor upon receipt and advise the Prosecutor of:

(1) Any dates or times the officer will be unavailable for trial during the week;

(2) The deputies' willingness to accept a plea bargain, and;

(3) Any additional information the prosecutor should know about the case.

A phone recorder is available in every district court office; officers are not required to make this call during their off-duty hours. Officers may notify the Prosecutor in writing or in person of the

1 above information. Once the case has been given a specific trial date, the Deputy Prosecuting
2 Attorney, will fax the court appearance schedule to the precinct. The officer and the officer's
3 supervisor will be informed of the specific trial date information. The trial information will also be on
4 the phone recorder at the Prosecutor's office; officers may call this number directly during duty hours
5 for trial information.

6 d) Bench Trials. Officers shall call during duty hours, when possible, the appropriate
7 district court messaging system at least one day before trial, and;

8 (1) Confirm the officer will attend court;

9 (2) The deputies willingness to accept a plea bargain, and;

10 (3) Any additional information the Prosecutor should know about the case.

11 Deputies shall not appear for court if the Prosecutor's tape by 6:00 pm on the day before the subpoena
12 date, informs the officer not to appear. Officers shall call the messaging system during duty time when
13 possible. Officers need to honor all subpoenas unless they are called off via the prosecutor's tape or
14 through the precinct.

15 **Section 8. Court Overtime for Lateral Hires.** Lateral hires from within the State of
16 Washington will be compensated for their court appearances, in their prior jurisdiction, in accordance
17 with this Article.

18 Lateral hires from outside the State of Washington will be allowed to attend court in their prior
19 jurisdiction, without loss of pay from King County. Without loss of pay means they may attend court
20 on work time or as if they were working their normal shift. No overtime will be paid for such
21 appearances.

22 Supervisors and officers shall work with the jurisdiction, whether in Washington State or
23 outside Washington State, issuing the subpoena, to ensure that the officer's travel and testimony are
24 handled in the most expeditious manner possible.

25 **Section 9. Court Overtime During Vacations.** For vacations in excess of one week, furlough
26 days which fall in the middle of a vacation period or on the ends of a scheduled vacation are
27 considered vacation days for purposes of calculating court overtime minimums.

28 **Section 10. Standby.** The employer and the Guild agree that the use of off-duty standby time

1 shall be minimized consistent with sound law enforcement practices and the maintenance of public
2 safety. Off duty standby assignments shall be for a fixed predetermined period of time. Employees
3 formally placed on off duty standby status for unusual occurrences shall be compensated on the basis
4 of 50% of straight time pay. If the employee is actually called back to work, the off duty standby
5 premium shall cease at that time. Thereafter, normal overtime rules shall apply. Personnel assigned to
6 County vehicles shall not be deemed as being on standby status unless specifically assigned to standby
7 status.

8 **Section 11. 7-k Exemption.** Except for any other provisions of this Article, the Guild grants
9 to King County the right to pay overtime pursuant to the provisions of 29 U.S.C. Section 207(k) and
10 RCW 49.46.130(4). The right to pay overtime under this section shall include, but not be limited to,
11 those employees who perform work for the Department of Natural Resources and Parks and the
12 Department of Transportation.

ARTICLE 9: HOURS OF WORK

Section 1. Work Schedules. The establishment of reasonable work schedules and starting times are vested solely within the purview of department management and may be changed from time to time provided a two (2) week prior notice of change is given, except in those circumstances over which the Department cannot exercise control. Provided, the required two week notification period shall not commence until the employee has received verbal or written notification of the proposed change.

Section 2. Alteration of Work Schedules. With management approval, work schedules may be altered and shift trades made, upon request of the employee. Under no circumstances will a shift trade result in the payment of contractual overtime.

Section 3. 5/2, 5/3 Schedules. Personnel assigned to work a 5/2, 5/3 schedule shall be required to report for fifty (50) minutes prior to the beginning of their shift on their first day back to work after their normal furlough days for roll-call. If an officer is absent on that first day back he/she will report to work fifty (50) minutes early on the next squad's roll-call day. If, because of an authorized absence, an officer is unable to attend his/her roll-call or a subsequent roll call during a given week, he/she will not be required to make it up during a subsequent week. When completing an absence request for vacation, sick leave, comp time, etc., all days will be considered eight (8) hour days, including the roll-call day. The fifty (50) minute roll-call period is compensated within the negotiated wages paid to employees working the 5/2-5/3 work schedule and employees shall not receive additional compensation or overtime for the roll-call period. Further, the 5/2, 5/3 schedule is considered to have holidays, as set forth in Article 3 of this Agreement, built into it by virtue of its providing additional time off for officers so assigned.

Section 4. Alternative Work Schedules. Nothing in this Agreement shall preclude employees from working an alternative work schedule. Alternative work schedules shall be negotiated by the signatory organization and must have Departmental and Human Resources Management Division of the Department of Executive Services approval. Denial of an alternative work schedule by the Department shall not be subject to the grievance procedure.

Section 5. Changing Work Schedules. Proposed changes in the work schedules (e.g. 5/2-5/3,

4/10) will be subject to collective bargaining between the parties.

Section 6. Training. For employees not working flexible shifts, training shall be handled in the following manner:

a) The County can elect to relieve the employee with pay for the shift prior to the training day. On the day of the training, the employee's work during training shall be considered to be the employee's shift. Only if the training lasts longer than eight (8) hours will the employee be entitled to overtime on the training day; or

b) The County can schedule training to start within four hours of the starting time of the employee's shift (exclusive of fifty (50) minutes early reporting time for 5/2, 5/3 employees) without incurring overtime liability. If the training commences four (4) or more hours outside the starting time of the employee's shift, the employee shall receive time and one-half for all hours worked during the training. In each case, the employee shall be relieved of duty with pay for their normal work shift on the day of training.

c) The County shall endeavor to schedule training during the employee's regular work shift.

d) The scheduling of training shall be subject to the two (2) week shift change requirements of Section 1.

e) All training lasting five (5) or more hours shall be paid for as provided in this section. At the employer's option training of less than five (5) hours duration may be paid as a callout as provided by Article 8, Section 2 instead of in compliance with Sections a, b and d above.

Section 7. Flexible Schedules. It is recognized that certain employees within this bargaining unit must flex their schedules in order to meet the demands of the job. New employees who are hired into these specific positions will be advised as to the nature of their work and the necessity of periodic flexing of their schedules. Employees will only be required to flex their schedules in order to further the operation needs of the Department. The assignments which require flexible schedules include: Narcotics/Vice Precinct Emphasis Team & Sergeant, Technical Services Training Officer, Recruiting, FTO Coordinator, Storefront Officers, CIU, Anti-violence Team & Sergeants, Contract City Executive/Liaison Sergeants, DARE, CCPU, Metro Proactive Team, Post BLEA Attendees, Family

1 and Youth Services Sergeant School Resources Officer (SRO) and any other assignments mutually
2 agreed to by the Guild and the County. Employees who work in these assignments shall be paid
3 overtime only:

- 4 a) For hours worked in excess of eight (8) hours per shift;
- 5 b) For hours worked in excess of forty (40) hours per week; and
- 6 c) In cases of callbacks or off-duty court appearances.

7 Shifts may flex no more than four (4) hours from an employee's normal work shift. If a shift flexes by
8 more than four (4) hours, the employees shall receive overtime for all additional flexed hours.

9 **Section 8. Shift Bidding and Transfer Practices.** Each precinct and contract city shall make a
10 minimum of sixty (60) percent of their reactive patrol positions on each shift available for shift bidding,
11 provided that the Sheriff may reassign such employees for legitimate operating needs or for cause.
12 Officers will bid for their preference in shifts annually and not later than November 30th each year.
13 Officers will then be assigned shifts based on seniority. Precincts choosing to rotate semi-annually will
14 complete shift bidding by May 31st and November 30th. When necessary to accommodate legitimate
15 Department needs, such as the FTO Program and contract assignments, exceptions to this policy may
16 be made.

17 Non-probationary officers shall have preference over probationary officers for filling patrol
18 vacancies, except when necessary to accommodate legitimate Department needs. Examples of
19 legitimate Department needs are to balance the number of recruits at the precincts and contract cities'
20 needs to advertise for and select officers.

21 The parties do have an interest in maintaining a uniform practice with respect to the assignment
22 of districts. To this end, the Chief of Operations and the President of the King County Police Officers
23 Guild shall meet to review current practice and to develop a uniform practice with respect to the
24 assignment of districts.

1 **ARTICLE 10: MEDICAL, DENTAL, AND LIFE INSURANCE PROGRAMS**

2 **Section 1. Health Plan.** The Employer will provide existing medical, dental and life insurance
3 plans for all regular employees and their dependents.

4 King County will make the following changes to the current plan:

- 5 a) Add a "prescription drug card" component to the plan on or about January 1, 2001;
6 b) Insurance coverage for new employees will begin the month following the
7 employee's first day of employment, consistent with rules covering other King County employees.
8 This change will take place beginning the first month following ratification of the January 1, 2000
9 through December 31, 2002 collective bargaining agreement.

10 **Section 2. Self Pay Retiree Benefit.** The Employer will offer to employees a self pay retiree
11 benefit option as an alternative to COBRA. This benefit will be essentially the same benefit and carry
12 the same rules, requirements, exclusions and restrictions, as the retiree benefit option for other King
13 County employees. A summary of this benefit program is attached hereto.

14 King County will offer this benefit to King County Police Officers' Guild members who retired
15 on or after January 1, 2000.

16 **Section 3. Joint Health Insurance Committee.** The parties will create a Joint
17 Labor/Management Health Insurance Committee with representatives from the Guild and King
18 County. The committee shall consist of four (4) members selected by the Guild and two (2) members
19 selected by King County. The committee will make decisions using a consensus approach rather than
20 a "majority rules" approach. The purpose and mission of such committee is to:

- 21 a) Gather and share information with respect to benefit related issues;
22 b) Consider and agree to changes in health insurance benefits (including but not limited
23 to medical, dental and vision plans) provided the committee cannot make changes that will cost King
24 County more than maintaining the current plan; and
25 c) Discuss (but not negotiate) other benefit related issues as agreed upon by the
26 parties.

ARTICLE 11: MISCELLANEOUS

Section 1. Leave of Absence for Guild Business. An employee elected or appointed to office in the signatory organization which requires a part or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

Section 2. Auto Reimbursement. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the current rate established by the King County Council.

Section 3. Appearances Before the Civil Service Commission, PERC or Labor Arbitrators. Employees who are directly involved with proceedings before the Civil Service Commission, PERC, or Labor Arbitrators may be allowed to attend without loss of pay.

Section 4. Guild Negotiating Committee. Employees who serve on the Guild Negotiating Committee shall be allowed time off from duty to attend negotiating meetings with the County provided that the compensated members of the Guild Negotiating Team shall be composed of six (6) members or less; and provided further, that prior approval is granted by the Sheriff.

Section 5. Guild Business. The Department Administration shall afford Guild representatives a reasonable amount of time while on duty status to consult with appropriate management officials and/or aggrieved employees, provided that the Guild representatives and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, and request necessary time without undue interference with assignment duties. With management approval, the President and Vice President of the Guild shall be allowed to flex their work schedules so as to perform the above duties on work time. Guild representatives shall guard against use of excessive time in handling such responsibilities.

Section 6. Loss or Damage of Personal Effects. Employees who suffer a loss or damage, in the line of duty, to personal property and/or clothing, will have same repaired or replaced at Department expense provided, however, that reimbursement for non-essential personal items (e.g. watch, ring, necklace, etc.) shall be limited to \$150 per incident. Nothing herein shall be construed so as to lessen the County's responsibilities under the Risk Management Ordinance for items not covered in this section.

1 **Section 7. Off-duty Employment.** Off-duty employment shall be in accord with the
2 Department Manual provided, however, the Department shall not require a “hold harmless” agreement
3 for such employment or liability insurance of the off-duty employer. Employees shall not work in any
4 off-duty job while on sick leave or compensated family leave during their normal work hours.

5 **Section 8. Firearms Practice Ammunition.** The Department will make available, to each
6 officer on a monthly basis, one hundred (100) rounds of practice ammunition for their primary duty
7 weapon and either ten (10) rounds of shotgun ammunition (00 Buck/Slugs) or for officers who have
8 qualified, ten (10) rounds of ammunition for a Department approved rifle, provided that the officer
9 uses this ammunition at Department approved ranges under supervised conditions. The Department
10 will provide on-duty firearm practice time to a maximum of one (1) two (2) hour period every two (2)
11 months. The supervisor shall schedule such practice time once they receive a request from an
12 employee. Further, the Department agrees to take the necessary measures to insure that employees on
13 the graveyard shift can obtain the ammunition upon request. Each eligible employee shall be allowed
14 to draw a two (2) -month supply of rounds at a time, provided, however, that any ammunition drawn
15 by the employee shall be used by the employee.

16 **Section 9. Personnel File Review.** Employees shall have the right to examine and photocopy
17 their Department and precinct personnel file upon request during normal business hours.

18 **Section 10. Uniforms and Equipment.** All commissioned officers shall be furnished required
19 uniforms and equipment and shall be furnished all replacement items of uniforms and equipment on an
20 as-needed basis, in accordance with the General Orders Manual. Employees shall be furnished new
21 uniforms upon completion of the academy. The parties agree that occasionally, in meeting the
22 demands of a new assignment requiring different uniforms, employees may receive used clothing for
23 use on a temporary basis.

24 A committee shall be established during the first year of this Agreement to review periodically
25 the department issued uniforms, vehicles and equipment. Selection of this committee shall be through
26 agreement of the Sheriff and the Guild President, and the committee shall meet at least once per year.
27 The committee shall review the Sheriff’s Office uniforms, vehicles and equipment and shall make
28 recommendations to the Sheriff, who shall have final decision-making authority on the department

1 issued uniforms, vehicles and equipment.

2 **Section 11. Jury Duty.** An employee required by law to serve on jury duty shall continue to
3 receive salary and shall be relieved of regular duties and assigned to day shift for the period of time so
4 assigned to jury duty. The fees, exclusive of mileage, paid by the Court for jury duty shall be
5 forwarded to the Comptroller.

6 When an employee is notified to serve on jury duty, he/she will inform his/her immediate
7 supervisor as soon as possible, but not later than two (2) weeks in advance, regarding the dates of
8 absence from regular duties. The supervisor will ensure that the employee is relieved of regular duties
9 a minimum of twelve (12) hours prior to the time of reporting for jury duty.

10 When the total required assignment to jury duty has expired, the employee will return to
11 regular duties, provided: there must be a minimum of twelve (12) hours between the time the
12 employee is dismissed from jury duty and the time he/she must report for regular duties, provided an
13 officer shall not be required to report to his/her shift at the conclusion of the twelve (12) hour break if
14 there are less than four (4) hours remaining on the shift at the time of release or dismissal from jury
15 duty, shall report to duty at the time of release or dismissal.

16 **Section 12. Unsafe Vehicles.** Officers will not be required to drive unsafe vehicles.

17 **Section 13. Overtime Breakdown.** The County agrees to provide each work site with a
18 breakdown of overtime hours paid and comp time earned/used for each pay period. At any time the
19 County supplies a breakdown for each individual on his/her pay stub, the County may discontinue the
20 practice of providing breakdowns at each work site.

21 **Section 14. Map Books.** The County agrees to issue map books to all new hires and to all
22 deputies every three (3) years.

1 **ARTICLE 12: GRIEVANCE PROCEDURE**

2 **Section 1. Definition.** Grievance - a dispute as to the interpretation or application of an
3 express term of this agreement.

4 **Section 2. Procedure.**

5 **Step 1 - Section Commander.** A grievance shall be presented in writing by the
6 aggrieved employee and his/her representative, including but not limited to the business representative
7 and/or shop steward if the employee wishes, within fourteen (14) calendar days of the occurrence of
8 such grievance, to the Section Commander for investigation, discussion, and written reply. The
9 Section Commander shall make his/her written decision available to the aggrieved employee within
10 twenty (20) working days. If the grievance is not resolved, it shall be advanced to the next step in the
11 grievance process within ten (10) working days.

12 **Step 2 - Sheriff.** If after thorough evaluation, the decision of the Section Commander
13 has not resolved the grievance to the satisfaction of the employee, the grievance may be presented to
14 the Sheriff. All letters, memoranda and other written materials previously submitted to the Section
15 Commander shall be made available for the review and consideration of the Sheriff. He/she may
16 interview the employee and/or his/her representative and receive any additional related evidence which
17 he/she may deem pertinent to the grievance. He/she shall make his/her written decision available
18 within twenty (20) working days. If the grievance is not resolved, it shall be advanced to the next step
19 in the grievance process within ten (10) working days.

20 **Step 3 - Human Resources Division of the Department of Executive Services.** If the
21 decision of the Sheriff has not resolved the grievance, the grievance may be presented to the Human
22 Resources Division of the Department of Executive Services, which shall render a decision on the
23 grievance within twenty (20) working days.

24 **Step 4 - Request for Arbitration.** Either the County or the Guild may request
25 arbitration within thirty (30) days of conclusion of Step 3, and must specify the exact question which it
26 wishes arbitrated. The parties shall then select a third disinterested party to serve as an arbitrator. In
27 the event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected
28 from a panel of nine (9) arbitrators furnished by the American Arbitration Association or other agreed

1 upon service. The arbitrator will be selected from the list by both the County representative and the
2 Guild, each alternately striking a name from the list until one name remains. The arbitrator, who shall
3 conduct the arbitration in accordance with the Voluntary Rules for Labor Arbitration, shall be asked to
4 render a decision in accordance with those rules and the decision of the arbitrator shall be final and
5 binding on both parties.

6 The arbitrator shall have no power to change, alter, detract from or add to, the provisions of
7 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement
8 in reaching a decision.

9 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear
10 the cost of any non-employee witnesses appearing on that party's behalf.

11 No matter may be arbitrated which the County by law has no authority over, or has no
12 authority to change.

13 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

14 Time restrictions may be waived by consent of both parties.

15 **Section 3. Multiple Procedures.** If employees have access to multiple procedures for
16 adjudicating grievances, the selection by the employee of one procedure will preclude access to other
17 procedures: selection is to be made no later than at the conclusion of Step 2 of this grievance
18 procedure.

19 **Section 4. Procedures.** A grievance challenging a disciplinary transfer or written reprimand
20 may be appealed directly from Step 2 to Step 4 within thirty (30) days of the Step 2 decision. In those
21 instances where disciplinary action is based on reasonable evidence of the commission of a crime or
22 the proposed discipline involves suspension or termination of the employee, Step 3 of the Grievance
23 Procedure will be initiated immediately, and the of Human Resources Division of the Department of
24 Executive Services shall render a decision within twenty (20) working days of the date the employee is
25 accused of the violation or is relieved of duty. Employees who have been relieved of duty may request
26 and shall have approved the utilization of accrued vacation comp time and/or holiday hours.

27 **Section 5. Just Cause Standard.** No employee may be discharged, suspended without pay or
28 disciplined in any way except for just cause. The County will employ the concept of progressive

1 discipline.

2 **Section 6. Probationary Period.** All newly hired and promoted employees must serve a
3 probationary period. The probationary period for newly hired employees shall end one (1) year from
4 the date the employee completes the training academy and begins work in patrol. If the last day of
5 Post BLEA is January 11, the newly hired employee will complete probation at midnight on January
6 11, of the following year, provided that the employee's probationary period has not been extended as
7 provided for below.

8 The probationary period upon promotion shall be one (1) year from the date of appointment.
9 The probationary period shall be extended for the number of work days equal to the number of work
10 days an employee was absent in excess of ten (10) work days during the probationary period; provided
11 that the taking of scheduled and approved vacation shall not be counted toward the ten (10) day
12 period for promotional probationers. The probationary period is an extension of the hiring process;
13 therefore, the provisions of this Article will not apply to employees if they are discharged during their
14 initial probationary period or are demoted during the promotional probationary period for not meeting
15 the requirements of the classification. Grievances brought by probationary employees involving issues
16 other than discharge or demotion may be processed in accordance with this Article.

17 **Section 7. Parties to the Agreement.** In as much as this is an agreement between the County
18 and the Guild, only the Guild or the Employer may advance a grievance to arbitration.

19 **Section 8. Nondiscrimination.** Claims of unlawful discrimination shall not be processed in
20 accordance with the grievance procedure denominated herein, but must be pursued privately by
21 affected employees through the appropriate local, state, or federal agency, or court.

ARTICLE 13: BULLETIN BOARDS

The employer agrees to permit the Guild to post on County bulletin boards announcements of meetings, election of officers and any other Guild material.

ARTICLE 14: SAVINGS CLAUSE

Should any part hereof or any provision herein contained by rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 15: WORK STOPPAGE AND EMPLOYER PROTECTIONS**

2 **Section 1. No Work Stoppages.** The employer and the signatory organization agree that the
3 public interest requires efficient and uninterrupted performance of all County services, and to this end,
4 pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the
5 signatory organization shall not cause or condone any work stoppage, including any strike, slowdown,
6 or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or
7 other interference with County functions by employees under this Agreement and should same occur,
8 the signatory organization agrees to take appropriate steps to end such interference. Any concerted
9 action by any employees in any bargaining unit shall be deemed a work stoppage if any of the above
10 activities have occurred. Nothing herein shall operate to restrict the Guild from engaging in any
11 concerted activity not prohibited by RCW 41.56 et. seq.

12 **Section 2. Guild's Obligation.** Upon notification in writing by the County to the signatory
13 organization that any of its members are engaged in a work stoppage, the signatory organization shall
14 immediately, in writing, order such members to immediately cease engaging in such work stoppage
15 and provide the County with a copy of such order. In addition, if requested by the County, a
16 responsible official of the signatory organization shall publicly order such signatory organization
17 employees to cease engaging in such a work stoppage.

18 **Section 3. Penalties for Violation.** Any employee who commits any act prohibited in this
19 Article will be subject to the following action or penalties:

20 a) Discharge.

21 b) Suspension or other disciplinary action as may be applicable to such employee.

ARTICLE 16: WAIVER CLAUSE

The parties acknowledge that each has had the unlimited right within the law and the opportunity to make demands and proposals with respect to any matter deemed a proper subject for collective bargaining. The results of the exercise of that right and opportunity are set forth in this Agreement. Therefore, the County and the signatory organization, for the duration of this Agreement, each agree to waive the right to oblige the other party to bargain with respect to any subject or matter or specifically referred to or covered in this Agreement.

ARTICLE 17: REDUCTION-IN-FORCE

Employees laid off as a result of a reduction in force shall be laid off according to seniority within the Department and classification, with the employee with the least time being the first to go. In the event there are two (2) or more employees eligible for layoff within the Department with the same classification and seniority, the Department Director will determine the order of layoff based on employee performance.

Employees laid off in accordance with the provisions of this Article will be eligible for rehire into positions of the same classification in the inverse order of layoff.

“Airport Seniority” will be recognized as outlined in Addendum B.

1 **ARTICLE 18: TRANSFERS**

2 **Section 1. Requests for Transfer.** Employees may submit written requests for transfer or
3 reassignment to another division, shift, squad, or unit and such requests shall be given full
4 consideration by the Department.

5 **Section 2. Involuntary Transfers.** Nothing in this article will preclude transfers for legitimate
6 operational/administrative needs. When an employee is transferred or reassigned involuntarily and
7 such transfer or reassignment produces significant hardship on the employee or his/her family due to
8 excess travel time, expense, or other factors, the Department will give full consideration to these
9 factors and will not unreasonably refuse to implement alternative work location assignments. Reasons
10 for denial include, but are not limited to, legitimate Departmental man-power allocations.

11 a) **Disciplinary Transfers.** When a transfer is used as a disciplinary sanction, it shall
12 be subject to the grievance procedure and just cause provisions of Article 12.

13 b) **Performance.** Nothing in this Article will preclude transfers for substandard
14 performance after appropriate notice and opportunity to correct deficiencies. This includes transfers
15 out of specialty units and assignments whether or not such transfer results in the loss of premium pay.

16 c) **Contract City Chiefs.** Sergeants acting as Contract City Chiefs are assigned and
17 may be transferred at the discretion of the Sheriff.

18 **Section 3. Airport Transfers.** For such time as the separate ARFF bargaining unit exists,
19 deputies who transfer to and from the Airport assignments will do so consistent with the ARFF
20 Memorandum of Agreement attached as Addendum B.

ARTICLE 19: POLICE OFFICERS' BILL OF RIGHTS

In criminal matters, an employee shall be afforded those constitutional rights available to any citizen. In investigative matters relating to job performance, the following guidelines shall be followed:

Section 1. "Interrogation" as used herein shall mean any questioning by an agent of the County who is investigating conduct by the employee being interrogated which could result in suspension, demotion, or discharge.

Section 2. Before interrogation, the employee shall be informed of the nature of the matter in sufficient detail to reasonably apprise him of the matter. Nothing herein shall operate as a waiver of the Guild's right to request bargaining information.

Section 3. Any interrogation of an employee shall be at a reasonable hour, preferably when the employee is on duty, unless the exigencies of the investigation dictate otherwise.

Section 4. Any interrogation (which shall not violate the employee's constitutional rights) shall take place at the King County Sheriff's Office, except when impractical. The employee shall be advised of their right to representation and afforded an opportunity and facilities to contact and consult privately with an attorney of their own choosing and that person may be present during the interrogation, but may not participate in the interrogation except to counsel the employee. Additionally, an employee shall be advised of their right to and shall be allowed Guild representation to the extent allowed by law.

Section 5. The questioning shall not be overly long and the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

Section 6. The employee shall not be subjected to any offensive language, nor shall he/she be threatened with dismissal, transfer or other disciplinary punishment as a guise to attempt to obtain his/her resignation nor shall he/she be intimidated in any other manner. No promises or rewards shall be made as an inducement to answer questions.

Section 7. The Employer shall not require any employee covered by this Agreement to take or be subjected to a lie detector test as a condition of continued employment. Nor shall polygraph

evidence of any kind be admissible in disciplinary proceedings except by stipulation of the parties.

Section 8. There shall be a Guild representative present as an ex officio observer on accident review boards and shooting review boards. The Employer will provide the Guild with copies of the findings of all review boards.

1 **ARTICLE 20: DURATION**

2 This contract shall remain in full force and effect from the date of ratification by the parties
3 (including final approval by King County Ordinance) until December 31, 2004.
4
5

6 **APPROVED** this _____ day of _____, 2002
7
8
9

10 By _____

11 King County Executive
12
13
14
15

16 SIGNATORY ORGANIZATION:
17
18

19 _____
20 Steve Eggert
21 President
22 King County Police Officers Guild
23
24
25
26
27
28

2003 ADDENDUM "A"

Section 1. Wage Rates:

Effective January 1, 2003, Wage rates shall be in accordance with the following schedules.

Salary Schedule for Deputies				
3.0% Increase over 2002 rates				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 - Start	\$41,799.82	\$3,483.32	\$1,741.66	\$20.10
Step 2 – 12 months	\$46,844.26	\$3,903.69	\$1,951.84	\$22.52
Step 3 – 24 months	\$51,006.69	\$4,250.56	\$2,125.28	\$24.52
Step 4 – 36 months	\$53,364.06	\$4,447.01	\$2,223.50	\$25.66
Step 5 – 48 months	\$55,620.48	\$4,635.04	\$2,317.52	\$26.74
Step 6 – 60 months	\$58,528.68	\$4,877.39	\$2,438.70	\$28.14

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$62,841.38	\$5,236.78	\$2,618.39	\$30.21
6 months	\$64,947.26	\$5,412.27	\$2,706.14	\$31.22
12 months	\$67,303.47	\$5,608.62	\$2,804.31	\$32.36
After 4 years	\$68,986.01	\$5,748.83	\$2,874.42	\$33.17
After 8 years	\$70,710.56	\$5,892.55	\$2,946.27	\$34.00

a) All step increases are based upon satisfactory performance during previous service.

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

c) If the performance of the employee is rated “Unsatisfactory” or “Improvement Needed” on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

d) The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee’s performance becomes “Satisfactory” as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a “Satisfactory” evaluation. The date on which an employee would be entitled to future step increase will not be affected by the above action.

Section 2. Longevity Pay.

Employees covered by this Agreement shall receive longevity pay in accordance with the following schedule:

		Minimum Years of King County Law Enforcement Service									
		5	6	7	8	9	10	11	12	13	14
Longevity	%	1	2	3	4	5	6	7	8	9	10

NOTE: The above percentage rates are based upon the Step 4 Deputy rate.

Longevity Pay		
Percentage	Monthly	Semi-Monthly
1	\$44.47	\$22.24
2	\$88.94	\$44.47
3	\$133.41	\$66.71
4	\$177.88	\$88.94
5	\$222.35	\$111.18
6	\$266.82	\$133.41
7	\$311.29	\$155.65
8	\$355.76	\$177.88

Longevity Pay		
Percentage	Monthly	Semi-Monthly
9	\$400.23	\$200.12
10	\$444.70	\$222.35

Section 3. Education Incentive.

Employees covered by this Agreement shall receive education incentive payment in accordance with following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the Step 2 Deputy rate.

Education Incentive Pay		
Percentage	Monthly	Semi-Monthly
1	\$39.04	\$19.52
2	\$78.07	\$39.04
3	\$117.11	\$58.56
4	\$156.15	\$78.07
5	\$195.18	\$97.59
6	\$234.22	\$117.11

Section 4. Retirement Calculations.

Longevity payments shall be subject to retirement benefits. Premiums paid for Educational

Incentive are considered “special pay” and not subject to retirement benefit calculations. The contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee’s degree by the joint committee established in accordance with the 1977 arbitration award.

Premium Pays		
Premium	Monthly	Semi-Monthly
Bomb Squad	\$444.70	\$222.35
Plain Clothes	\$177.88	\$88.94
Flight Pay	\$444.70	\$222.35
Drug Lab Pay	\$444.70	\$222.35
K-9 Pay	\$444.70	\$222.35
Motorcycle	\$133.41	\$66.70
FTO Sergeant	\$140.21	\$70.11
Master Police Officer	\$243.87	\$121.94
Patrol Premium	\$44.47	\$22.23
Skin Diver	\$444.70	\$222.35
Tac-30	\$444.70	\$222.35
Detective Pay	\$266.82	\$133.41
Dual Certification	\$133.41	\$66.70
Contract City Chief	10% of <i>Their</i> Base Rate	
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate	
Airport Training Coordinator	10% of <i>Their</i> Base Rate	

2004 ADDENDUM "A"

Section 1. Wage Rates.

Effective January 1, 2004, Wage rates shall be in accordance with the following schedules.

Salary Schedule for Deputies				
3.0% Increase over 2003 rates				
	Annual	Monthly	Semi-Monthly	Hourly
Step 1 - Start	\$43,053.81	\$3,587.82	\$1,793.91	\$20.70
Step 2 – 12 months	\$48,249.59	\$4,020.80	\$2,010.40	\$23.20
Step 3 – 24 months	\$52,536.89	\$4,378.07	\$2,189.04	\$25.26
Step 4 – 36 months	\$54,964.98	\$4,580.42	\$2,290.21	\$26.43
Step 5 – 48 months	\$57,289.09	\$4,774.09	\$2,387.05	\$27.54
Step 6 – 60 months	\$60,284.54	\$5,023.71	\$2,511.86	\$28.98

Salary Schedule for Sergeants				
	Annual	Monthly	Semi-Monthly	Hourly
Start	\$64,726.62	\$5,393.89	\$2,696.94	\$31.12
6 months	\$66,895.68	\$5,574.64	\$2,787.32	\$32.16
12 months	\$69,322.57	\$5,776.88	\$2,888.44	\$33.33
After 4 years	\$71,055.59	\$5,921.30	\$2,960.65	\$34.16
After 8 years	\$72,831.88	\$6,069.32	\$3,034.66	\$35.02

a) All step increases are based upon satisfactory performance during previous service.

b) Satisfactory performance shall mean an overall rating of "Meets Standards" or above on the employee Work Performance Review Report.

c) If the performance of the employee is rated “Unsatisfactory” or “Improvement Needed” on any factor or overall rating, specific facts on which the rating is based must be provided; such facts shall include time, place, and frequency of unacceptable performance.

d) The employee, if denied a step increase, shall be placed on either monthly or quarterly evaluations and at such time that the employee’s performance becomes “Satisfactory” as defined supra, the employee shall receive the previously denied step increase the first of the month following attaining a “Satisfactory” evaluation. The date on which an employee would be entitled to future step increase will not be affected by the above action.

Section 2. Longevity Pay.

Employees covered by this Agreement shall receive longevity pay in accordance with the following schedule:

		Minimum Years of King County Law Enforcement Service									
		5	6	7	8	9	10	11	12	13	14
Longevity	%	1	2	3	4	5	6	7	8	9	10

NOTE: The above percentage rates are based upon the Step 4 Deputy rate.

Longevity Pay		
Percentage	Monthly	Semi-Monthly
1	\$45.80	\$22.90
2	\$91.61	\$45.80
3	\$137.41	\$68.71
4	\$183.22	\$91.61
5	\$229.02	\$114.51
6	\$274.82	\$137.41
7	\$320.63	\$160.31
8	\$366.43	\$183.22

Longevity Pay		
Percentage	Monthly	Semi-Monthly
9	\$412.24	\$206.12
10	\$458.04	\$229.02

Section 3. Education Incentive.

Employees covered by this Agreement shall receive education incentive payment in accordance with following schedule:

	Minimum Years of King County Law Enforcement Service		
	2	3	4
Assoc. Degree			2%
Bach. Degree		3%	4%
Masters Degree	4%	5%	6%

NOTE: The above percentage rates are based upon the Step 2 Deputy rate.

Education Incentive Pay		
Percentage	Monthly	Semi-Monthly
1	\$40.21	\$20.10
2	\$80.42	\$40.21
3	\$120.62	\$60.31
4	\$160.83	\$80.42
5	\$201.04	\$100.52
6	\$241.25	\$120.62

Section 4. Retirement Calculations.

Longevity payments shall be subject to retirement benefits. Premiums paid for Educational Incentive are considered “special pay” and not subject to retirement benefit calculations. The

contribution and/or benefits shall be controlled by state law.

Longevity/Education incentive shall be paid beginning from the first of the month following the month in which the employee first qualifies for the program. Qualification will be based upon completion of a minimum number of years of experience and education level, plus a review and approval of the employee's degree by the joint committee established in accordance with the 1977 arbitration award.

Premium Pays		
Premium	Monthly	Semi-Monthly
Bomb Squad	\$458.04	\$229.02
Plain Clothes	\$183.22	\$91.61
Flight Pay	\$458.04	\$229.02
Drug Lab Pay	\$458.04	\$229.02
K-9 Pay	\$458.04	\$229.02
Motorcycle	\$137.41	\$68.70
FTO Sergeant	\$144.42	\$72.21
Master Police Officer	\$251.19	\$125.59
Patrol Premium	\$45.80	\$22.90
Skin Diver	\$458.04	\$229.02
Tac-30	\$458.04	\$229.02
Detective Pay	\$274.83	\$137.41
Dual Certification	\$137.41	\$68.70
Contract City Chief	10% of <i>Their</i> Base Rate	
Fire Prevention Coordinator	10% of <i>Their</i> Base Rate	
Airport Training Coordinator	10% of <i>Their</i> Base Rate	